SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				EMS	1. REQUISITION NUMBER PAGE 1 OF 6				PAGE 1 OF 6				
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 14. ORDER			4, & 30 R NUMBER		5 80	5. SOLICITATION NUMBER				6. SOLICITATION ISSUE DATE			
z. CONTRACTINO.		3. AWARD/EFFECTIV	VE DAT	_	4. ORDER	NOWBER		F	A9101	1-05-R	-0017		11 FEB 2005
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ERIC S. Y	'ATSI	<b>(</b> 0						E NUMBE 54-4347	•	ollect	8. OFFER DUE DATE/ LOCAL TIME 18 FEB 2005/2:00pm
9. ISSUED BY AEDC PKP  AEDC/PKP  100 KINDEL DRIVE, SI ABNOLD AER TN 272	UITE /		DE	FA910	)1	UNR	S ACQUISITION RESTRICTED ASIDE: SMALL BU	%	FOR	FC UI M.	DB DEST NLESS B ARKED SEE S	ERY FOR INATION LOCK IS SCHEDULE	12. DISCOUNT TERMS
ARNOLD AFB, TN 373 ERIC S. YATSKO 93		3∠ 4-4347					HUBZONE	SMALL	BUSINE	ss D			ACT IS A RATED ORDER 3 (15 CFR 700)
ERIC.YATSKO@ARNO						☐ 8(A)				13	b. RATI	NG )-C9	,
						SIZE STA	334519 ANDARD:			14	I. METH	IOD OF SOLIC	CITATION FB RFP
15. DELIVER TO SEE SF1449 Cor	-41 · -	CODE				16. ADM	IINISTERED	BY				CODE	
17a. CONTRACTOR/ COI OFFEROR	DE		CILITY			18a. PA	YMENT WILL	. BE MAD	E BY		COD	E	
TELEPHONE NO.													
17b. CHECK IF REMITTANC	E IS DIF	FERENT AND PUT SU	CH ADD	RESS IN		18b. SU	BMIT INVOIC	ES TO A	DDRES	S SHOWN	IN BLO	CK 18a. UNLE	ESS BLOCK
OFFER						BELOW IS CHECKED SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTIT		22. JNIT	23. UNIT PI	RICE		24. AMOUNT		
See SF1449 Continuation (Attach Additional Sheets as Necessary)													
25. ACCOUNTING AND APPROP	RIATION	IDATA								26 TOT	AL AWA	RD AMOUNT (	For Govt. Use Only)
27a. SOLICITATION INCORP  27b. CONTRACT/PURCHASE									HED.	ADDEND	=		NOT ATTACHED. NOT ATTACHED.
28. CONTRACTOR IS REQUIR ISSUING OFFICE. CONTROP OR OTHERWISE IDENTIFITERMS AND CONDITIONS	RACTOR IED ABO	AGREES TO FURNISH VE AND ON ANY ADDI	AND D	ELIVER A		ET FORTH O THE		OLICITA VHICH A CONTINU	TION (BI RE SET I ATION.		EREIN, I	S ACCEPTED	Y ADDITIONS OR CHANGES AS TO ITEMS: SEE
30a. SIGNATURE OF OFFEROR/												CONTRACTING	
30b. NAME AND TITLE OF SIGNE			30c.	DATE SIG	NED	31b. NAI	ME OF CONT	FRACTIN	G OFFIC	ER (Typ	e or print	)	31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 F		:N ACCEPTED, AND CO	NFORM	S TO THE	CONTRACT	T, EXCEPT	AS NOTED						
32b. SIGNATURE OF AUTHORIZE					DATE			AND TIT	LE OF A	UTHORIZ	ZED GOV	ERNMENT R	EPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE										
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE										
33. SHIP NUMBER  PARTIAL FINAL	34. VOL	JCHER NUMBER		MT VERIFI ORRECT F		36. PAYMENT 37. CHECK NUMBER COMPLETE PARTIAL FINAL					CK NUMBER		
38. S/R ACCT NUMBER	39. S/R	VOUCHER NUMBER		40. PAI	D BY								
41a. I CERTIFY THIS ACCOUNT			OR PAY			42a. RE0	CEIVED BY (F	Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE				42b. RECEIVED AT (Location)									
						42c. DAT	TE REC'D (Y)	Y/MMM/E	DD)	42d.	TOTAL C	ONTAINERS	

			Qty	Unit Price
ITEM	SUPPLIES OR SERVI	SUPPLIES OR SERVICES		Total Item Amount
0001			1	
			Each	
	Noun:	ROUN	DNESS TESTER	
	ACRN:	U		
NSN: Contract type:		N - No	t Applicable	
			M FIXED PRICE	
	Inspection:	DEST	NATION	
	Acceptance:	DEST	NATION	
	FOB:	DEST	NATION	
	Descriptive Data:			
	•	achment 1	- Roundness Tester Specif	fication

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FB2804	FA9101		01 May 2005
	Noun: ACRN: Descriptive Data: All items shall be delivered to:	ROUNDNI U	ESS TEST	ER		
	USAF Warehouse Receiving #1 1476 Avenue E Arnold AFB TN 37389-8000					

Mark For: FA9101-05-R-0017 REQ: 181375

## 1. FAR 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:

(a) The place of inspection, acceptance, and FOB is Arnold AFB, TN.

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## 2. FAR 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Jan 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (14) 52.222-03, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
  - (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  - (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
  - (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights concerning Payment of Union Dues or Fees (Dec 2004)(E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

# 3. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Dec 2004)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- ≥ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (Dec 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
- $\boxtimes$  252.247-7023 Transportation of Supplies by Sea (May 2002) Alternate III (May 2002) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a).
  - 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

DOCUMENT	PGS	DATE	TITLE	_
ATTACHMENT 4	4	07 FFD 2005		
ATTACHMENT 1	1	07 FEB 2005	ROUNDNESS TESTER SPECIFICATION	

### Specification for Roundness Tester

Automatic work piece centering/leveling; *Turntable-* Rotational Accuracy (radial): (0.8+0.6H) micro inches where H=probing height; Rotational Accuracy (axial): (0.8+0.6R) micro inches where R=probing radius; rotating speed of 2, 4, 6, & 10 rpm; working diameter of 9.25 inches; centering range of +/-0.1 inch; leveling range +/-1.0 degree; maximum probing diameter 11.81 inches; maximum work piece diameter 22.83 inches; maximum work piece weight 66 lbs.; Vertical column (Z-axis)- Straightness (in narrow range) 9.9 micro inches/3.93 inches; Straightness (in entire range) 47 micro inches/18.9 inches; Parallelism with rotating axis 67 micro inches/18.9 inches; Vertical travel 18.9 inches; Positioning speed up to 0.47 inches/second with joystick operation; Measuring speed 0.02, 0.04, 0.08, & 0.2 inches per second; maximum probing height (OD) 18.9 inches; maximum probing height (ID) 18.9 inches; maximum probing depth 3.93 inches; Horizontal arm (R-axis)- Straightness 39 micro inches per 5.9 inches; Squareness against rotating axis 39 micro inches per 5.9 inches; Horizontal travel 6.9 inches including a protrusion of 1 inch over the turntable rotation center; Positioning speed up to 0.31 inches/second with joystick operation; Measuring speed 0.04 & 0.2 inches per second; Air Supply- Air pressure 390kPa; Air consumption 30 liters per minute; *Probe and Stylus-* Measuring range +/-0.12 inches; Measuring force 7 to 10 mN; Standard stylus carbide ball, 0.06 inches; measuring direction twodirectional; Stylus angle adjustment +/-45 degrees with graduations; *Electronic unit-* Data sampling dots at least 7200 dots/rotation; Measuring modes and functions rotational measurement, rotational measurement with R-axis displacement, R-axis rectilinear measurement, Z-axis rectilinear measurement, partial circle measurement, automatic R-axis arm/ Z-axis column motion control, automatic centering, turntable position resetting; Power supply 120 Volt 50/60 Hz; Weight <35 lbs; *Dimensions*-26.26x18.7x43.31 inches; Mass- 440 pounds; Standard Accessories- Optical Flat and gage block set(997090), standard stylus(12AAB681), reference hemisphere(211-016), origin point gage(998382), machine cover, training kit(12BAB958), air filter set, lubricant(352637), connecting cables, user's manual, screw drivers, key wrenches, power cord, grounding lead wire.

#### 1. FAR 52.211-06 BRAND NAME OR EQUAL (Aug 1999)

- (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
- (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
  - (2) Clearly identify the item by--
    - (i) Brand name, if any; and
    - (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
- (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.
- (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

#### 2. FAR 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (Jan 2005)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers:
  - (3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically):
  - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
  - (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
  - (i) Availability of requirements documents cited in the solicitation.
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 L'Enfant Plaza, SW Washington, DC 20407 may be obtained—

Telephone (202) 619-8925) Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP) Building 4, Section D 700 Robbins Avenue Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179 Facsmilie (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information
  - (A) By telephone at (215) 697 2667/2179; or
  - (B) Through the DoDSSP Internet site at http://dodssp.daps.mil/.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at http://www.dnb.com/. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423 or 269-961-5757.
- (1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### 3. FAR 52.212-02 EVALUATION--COMMERCIAL ITEMS (Jan 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: low price technically acceptable. Proposals must include descriptive literature in order to evaluate technical compliance to the specification requirements.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## 4. FAR 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Jan 2005), Alternate I, (Apr 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

#### (1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more servicedisabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
[ ] TIN:
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other
(5) Common parent.
[ ] Offeror is not owned or controlled by a common parent;
[ ] Name and TIN of common parent:
Name:
TIN:
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it [ ] is [ ] is not a small business concern.
(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it $[\ ]$ is, $[\ ]$ is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of

this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.
Note: Complete paragraphs $(c)(6)$ and $(c)(7)$ only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.
(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).
(Check one of the following):
Number of Employees Average Annual Gross Revenues
50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million

251 - 500	\$3,500,001 - \$5 million
501 - 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000 Over \$1	7 million
Notice of Price Evaluation Ac 52.219-25, Small Disadvanta	te only if the solicitation contains the clause at FAR 52.219-23, djustment for Small Disadvantaged Business Concerns, or FAR aged business participation ProgramDisadvantaged Status and esires a benefit based on its disadvantaged status.)
(i) G	Seneral. The offeror represents that either
representation, as a certified by the Small Business Admir ownership and control has of one or more individuals claim	(A) It [ ] is, [ ] is not certified by the Small Business advantaged business concern and identified, on the date of this small disadvantaged business concern in the database maintained histration (PRO-Net), and that no material change in disadvantaged courred since its certification, and, where the concern is owned by hing disadvantaged status, the net worth of each individual upon ed does not exceed \$750,000 after taking into account the applicable R 124.104(c)(2); or
business concern in accorda	(B) It [ ] has, [ ] has not submitted a completed application to ration or a Private Certifier to be certified as a small disadvantaged nce with 13 CFR 124, Subpart B, and a decision on that application rial change in disadvantaged ownership and control has occurred mitted.
Disadvantaged Business Coventure that complies with the paragraph (c)(9)(i) of this pro-	oint Ventures under the Price Evaluation Adjustment for Small ncerns. The offeror represents, as part of its offer, that it is a joint be requirements in 13 CFR 124.1002(f) and that the representation in ovision is accurate for the small disadvantaged business concern that inture. [The offeror shall enter the name of the small disadvantaged ticipating in the joint venture: .]
	one small business concern. [Complete only if the offeror represented neern in paragraph (c)(1) of this provision.] The offeror represents, as
of this representation, on the the Small Business Administ place of ownership, or HUBZ	[] is, [] is not a HUBZone small business concern listed, on the date List of Qualified HUBZone Small Business Concerns maintained by ration, and no material change in ownership and control, principal Zone employee percentage has occurred since it was certified by the on in accordance with 13 CFR part 126; and
13 CFR part 126, and the rep the HUBZone small business offeror shall enter the name of are participating in the joint v	t [] is, [] is not a joint venture that complies with the requirements of presentation in paragraph (c)(10)(i) of this provision is accurate for a concern or concerns that are participating on the joint venture. [The for names of the HUBZone small business concern or concerns that renture:  [I each HUBZone small business concern participating in a separate signed copy of the HUBZone representation.
(d) Representations	required to implement provisions of Executive Order 11246

(1) Previous Contracts and Compliance. The offeror represents that
(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It [ ] has, [ ] has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American ActSupplies."
(2) Foreign End Products:
LINE ITEM NO COUNTRY OF ORIGIN
List line item numbers and country of origin as applicable.
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g).
(1) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate (Applies only if the clause at FAR 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product,"

"foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act.-Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:
LINE ITEM NO. COUNTRY OF ORIGIN
[List as necessary.]
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American ActFree Trade AgreementsIsraeli Trade ActBalance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
LINE ITEM NO COUNTRY OF ORIGIN
Insert line item numbers and country of origin, as applicable.
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)
(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
Canadian End Products
Line Item No.: [List as necessary]
(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American ActFree Trade AgreementsIsraeli Trade Act":
Canadian or Israeli End Products
Line Item No.: Country of Origin:
[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade or designated country end products.
Other End Products
Line Item No.: Country of Origin:
[List as necessary]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.Smade or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.Smade or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals
(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).
(1) Listed end products.
(Insert list of any end products being acquired.)
(Insert list of countries of origin.)

(2) Certification. If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.
(i) [ ] The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
(ii) [ ] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j)
(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) webisite.
(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs  [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes fo this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated int his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]
Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).						
Individual/cor	ncern, other than one of the pr	eceding.				
5. DFARS 252.2 CERTIFICATE	25-7000 BUY AMERICAN A (Apr 2003)	CT BALANCE OF PAYMENTS PROGRAM				
qualifying country		"foreign end product," "qualifying country," and ings given in the Buy American Act and Balance				
(b) Evalua	ation. The Government-					
	Will evaluate offers in accorder Federal Acquisition Regulat	dance with the policies and procedures of Part ion Supplement; and				
	2) Will evaluate offers of qualif Buy American Act or the Bala	ying country end products without regard to the nce of Payments Program.				
(c) Certifi	cations and identification of co	ountry of origin.				
	1) For all line items subject to t of this solicitation, the offeror co	the Buy American Act and Balance of Payments ertifies that-				
this provision, is a	(i) Each end product, ead domestic end product; and	xcept those listed in paragraphs (c)(2) or (3) of				
produced, or man	(ii) Components of unknurfactured outside the United S	nown origin are considered to have been mined, States or a qualifying country.				
(ź products:	2) The offeror certifies that the	following end products are qualifying country end				
L	ine Item Number	Country of Origin				
— (%	(3) The following end products are other foreign end products:					
L	ine Item Number	Country of Origin (If known)				
_						